# PROCLAMATION OF SALE

**IN THE MATTER OF THE SALE AND PURCHASE AGREEMENT DATED 19TH APRIL 2024**
**FACILITY AGREEMENT AND DEED OF ASSIGNMENT (BY WAY OF SECURITY) (FIRST/THIRD PARTY)**
**BOTH DATED 17TH MAY 2024**

**BETWEEN**

**KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD (CO-OPERATIVE NO. 1146)** **ASSIGNEE/BANK**

**AND**

**KUGEN A/L KRISHNAN (NRIC NO.: 941124-14-6859)** **ASSIGNOR/CUSTOMER**

In the exercise of the rights and powers conferred upon the Assignee/Bank under the above-mentioned security documents, it is hereby proclaimed that the Assignee/Bank with the assistance of the under mentioned Auctioneer:

# PUBLIC AUCTION

## VIA ONLINE BIDDING
## ON WEDNESDAY, THE 30TH DAY OF SEPTEMBER 2026,
## AT 3.00 P.M.
## AT WEBSITE www.rajanauctioneers.com

**Prospective bidders may submit bids for the property online via www.rajanauctioneers.com**
**(For online bidding, please register at least one (1) working day before auction day for registration & verification purposes)**

***NOTE:- Prospective bidders are advised to inspect the subject property, conduct an official title search at the relevant Land Office / Land Registry and make enquiries with the Developer, the Proprietor and/or other relevant authorities on the terms of consent to the sale herein prior to the auction sale.***

**PARTICULARS OF TITLES:**
**Strata title of the property has been issued.**

| | | |
|---|---|---|
| Strata Title No. / Lot No. | : | GRN 268160 / M1 Menara C / 21 / 1999, Lot 60373 Seksyen 1 |
| Town / District / State | : | Bandar Nilai Utama / Seremban / Negeri Sembilan |
| Developer's Parcel No | : | Parcel No. C-L21-10, Type: C2, Storey No. L21, Building No. Tower C, Youth City @ Vision City |
| Tenure | : | Freehold |
| Parcel Rent | : | RM50.00 |
| Floor Area | : | 46.07 square metres (496.0 square feet) |
| Developer/Vendor | : | GD Pavilion Sdn Bhd (Company No: 1103184-P) |
| Beneficial Owned (s) | : | **Kugen A/L Krishnan** |
| Encumbrances | : | Assigned to **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** |
| Express Condition | : | "Tanah ini hendaklah digunakan untuk perniagaan (pangsapuri perkhidmatan) sahaja" |
| Restriction in Interest | : | Nil |

**LOCATION AND DESCRIPTION:**
The subject property is **a one (1) bedroom apartment unit** and bearing postal address at **Unit No. C-L21-10, Menara C (Camelia) @ Bandar Belia, Jalan Bandar Belia 1/2, Bandar Wawasan, Putra Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus.**

**RESERVE PRICE:**
The property will be sold on **"as is where is basis"** subject to a reserve price of **RM 250,000.00 (RINGGIT MALAYSIA: TWO HUNDRED AND FIFTY THOUSAND ONLY)** and to the Conditions of Sale by way of an Assignment from the above Assignee and subject to the consent being obtained from the Developer and other relevant authorities, if any and all expenses incurred in obtaining the said consent shall be borne by the Purchaser. **Online bidders are further subject to the Terms & Conditions on www.rajanauctioneers.com**

**DEPOSIT:**
All intending bidders are required to deposit to the Auctioneer **10%** of the fixed reserve price by way of **BANK DRAFT** in favour of **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** latest by 4.00 PM, at least one (1) working day before the auction day. The balance of the purchase price to be settled by the Purchaser **within One Hundred And Twenty (120) days** from the date of the sale to **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD.** Online bidders please refer to the Online Terms & Conditions on **www.rajanauctioneers.com** on the manner of payment of the deposit.

For further particulars, please apply to **Messrs. Adnan Rahim & Co.,** Solicitors for the Assignee/Bank whose address for service is at No. 38, Jalan Rugby 13/30, Section 13, 40100 Shah Alam, Selangor Darul Ehsan. Tel: 03-5511 9975 / 03-5511 9976, Email: adnan_arc@yahoo.com.sg **(Ref: ARC/LIT/192340/2024/CBP/KUGEN)** or the under mentioned Auctioneer:

**RAJAN AUCTIONEERS SDN. BHD. (Co. No.889884-H)**
**No. 36A, 1st Floor, Jalan Dato Hamzah,**
**41000 Klang, Selangor Darul Ehsan.**
**Tel: 03-33749312 / Fax: 03-33737680**
**Email: rajanauctioneers@gmail.com**
**Website: www.rajanauctioneers.com**
**Our Ref: RA/CBP/ARC/SA/0001-26(fz)**

**G. RAJAN**
**( Licensed Auctioneer )**
**H/P: 013-304 0060**
**H/P: 012-2738109**

# PERISYTIHARAN JUALAN

**DALAM PERKARA MENGENAI PERJANJIAN JUAL DAN BELI BERTARIKH 19HB APRIL 2024**
**PERJANJIAN KEMUDAHAN PINJAMAN DAN SURAT IKATAN PENYERAHAN HAK (SECARA SEKURITI) (PIHAK PERTAMA/KETIGA) KEDUA-DUANYA BERTARIKH 17HB MEI 2024**

**DI ANTARA**

**KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD**
**(CO-OPERATIVE NO. 1146)** **PIHAK PEMEGANG SERAHHAK/BANK**

**DAN**

**KUGEN A/L KRISHNAN (NO. KP.: 941124-14-6859)** **PIHAK PENYERAHHAK/PIHAK PEMINJAM**

Dalam menjalankan kuasa hak yang telah diberikan kepada Pihak Pemegang Serah Hak/Bank di bawah dokumen sekuriti yang tersebut di atas, adalah dengan ini diisytiharkan bahawa Pihak Pemegang Serah Hak/Bank dengan dibantu oleh Pelelong tersebut di bawah:

# LELONGAN AWAM

## SECARA ATAS TALIAN
## PADA HARI RABU, 30HB SEPTEMBER 2026,
## JAM 3.00 PETANG,
## DI LAMAN WEB www.rajanauctioneers.com

**Bakal pembida boleh mengemukakan bida untuk hartanah dalam talian melalui www.rajanauctioneers.com**
**(Untuk pembidaan dalam talian, sila daftar sekurang-kurangnya satu (1) hari bekerja sebelum hari lelong untuk tujuan pendaftaran & pengesahan)**

***NOTA:-*** ***Semua penawar yang berminat adalah dinasihatkan untuk memeriksa hartanah tersebut, membuat carian rasmi suratan hakmilik di Pejabat Tanah/Daftar dan membuat segala pertanyaan dan penyiasatan dengan pihak Pemaju/Pemilik dan semua pihak-pihak berkuasa yang berkenaan untuk maklumat yang tepat mengenai hartanah tersebut sebelum jualan lelong.***

**BUTIR-BUTIR HAKMILIK:**
**Hakmilik strata untuk hartanah subjek telah dikeluarkan.**

| | | |
|---|---|---|
| No. Hakmilik Strata / No. Lot | : | GRN 268160 / M1 Menara C / 21 / 1999, Lot 60373 Seksyen 1 |
| Bandar / Daerah / Negeri | : | Bandar Nilai Utama / Seremban / Negeri Sembilan |
| No. Petak Pemaju | : | No. Petak C-L21-10, Jenis: C2, Tingkat No. L21, Bangunan No. Menara C, Youth City @ Vision City |
| Pegangan | : | Selama-lamanya |
| Cukai Petak | : | RM50.00 |
| Keluasan Lantai | : | 46.07 meter persegi (496.0 kaki persegi) |
| Pemaju/Penjual | : | GD Pavilion Sdn Bhd (No. Syarikat: 1103184-P) |
| Pemilik Benefisiari | : | **Kugen A/L Krishnan** |
| Bebanan | : | Diserahhak kepada **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** |
| Syarat Nyata | : | Tanah ini hendaklah digunakan untuk perniagaan (pangsapuri perkhidmatan) sahaja |
| Sekatan kepentingan | : | Tiada |

**LOKASI DAN KETERANGAN HARTANAH:**
Harta tersebut adalah **seunit pangsapuri 1 bilik tidur** yang beralamat di **Unit No. C-L21-10, Menara C (Camelia) @ Bandar Belia, Jalan Bandar Belia 1/2, Bandar Wawasan, Putra Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus.**

**HARGA RIZAB:**
Hartanah tersebut akan dijual secara **"Dalam Keadaan Sedia Ada"** dan tertakluk kepada satu harga rizab sebanyak **RM 250,000.00 (RINGGIT MALAYSIA: DUA RATUS LIMA PULUH RIBU SAHAJA)** dan tertakluk kepada Syarat-Syarat Jualan yang dinyatakan di Perisytiharan Jualan dan tertakluk kepada kebenaran yang diperolehi daripada pihak Pemaju/Pemilik Tanah dan Pihak Berkuasa yang berkenaan jika ada dan semua perbelanjaan untuk memperolehi kebenaran tersebut akan ditanggung oleh pembeli/penawar yang berjaya.**Pembeli dalam talian juga tertakluk kepada Terma-terma dan Syarat-syarat Dalam Talian yang terkandung dalam www.rajanauctioneers.com.**

**DEPOSIT:**
Bagi penawar-penawar yang berminat ingin membuat tawaran adalah dikehendaki mendepositkan kepada Pelelong sebanyak **10%** daripada harga rizab dalam bentuk **BANK DERAF** di atas nama **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD sekurang-kurangnya SATU (1) HARI BEKERJA SEBELUM TARIKH LELONGAN, selewat-lewatnya pada pukul 4 petang** dan baki wang belian hendaklah dibayar oleh pembeli dalam tempoh **SATU RATUS DUA PULUH (120) hari** dari tarikh jualan kepada **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD. Pembida dalam talian, sila rujuk Terma & Syarat di www.rajanauctioneers.com untuk cara-cara pembayaran deposit.**

Untuk butir-butir selanjutnya, sila berhubung dengan **Tetuan Adnan Rahim & Co.,** Peguamcara bagi Pihak Pemegang Serahhak/Bank diatas yang beralamat di No. 38, Jalan Rugby 13/30, Section 13, 40100 Shah Alam, Selangor Darul Ehsan. Tel: 03-5511 9975 / 03-5511 9976, Email: adnan_arc@yahoo.com.sg **(Ruj: ARC/LIT/192340/2024/CBP/KUGEN)** atau Pelelong yang tersebut di bawah ini:-

**RAJAN AUCTIONEERS SDN. BHD. (Co. No.889884-H)**
**No. 36A, 1st Floor, Jalan Dato Hamzah,**
**41000 Klang, Selangor Darul Ehsan.**
**Tel: 03-33749312 / Fax: 03-33737680**
**Email: rajanauctioneers@gmail.com**
**Website: www.rajanauctioneers.com**
**Ruj Kami: RA/CBP/ARC/SA/0001-26(fz)**

**G. RAJAN**
**( Pelelong Berlesen )**
**H/P: 013-304 0060**
**H/P: 012-2738109**

# CONDITIONS OF SALE

**1. ASSIGNEE`S POWER OF SALE**
This sale is made by **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** ("the Assignee/Bank") in exercise of the rights, powers and remedies conferred upon them by relevant security documents including and not limited to **Sale And Purchase Agreement dated 19th April 2024, Facility Agreement And Deed Of Assignment (By Way Of Security) (First/Third Party) both dated 17th May 2024** executed by the aforesaid **Kugen A/L Krishnan (Nric No.: 941124-14-6859)** Assignor(s)/Customer(s) subject to all liabilities and obligations pertaining to subject the property.

Tracing of ownership or the chose in action to the Property shall be made by reference to the Principal Sale & Purchase Agreement, the aforesaid Security Document, deeds, instruments, contracts or related documents listed in the Schedule hereto in the possession of the Assignee/Bank notwithstanding (if such the case) that separate document of title or Individual Title or Strata Title for the Property may be issued by the relevant authorities.

**2. RESERVE PRICE AND BIDDING AT AUCTION**
2.1 The sale is subject to the Reserve Price.
2.2 No bid shall be less than the previous bid and an amount to be fixed by the Auctioneer at the auction sale and no bidding shall be withdrawn or retracted.
2.3 Subject to the provision of Clause 6 below the highest bidder for the Property described in the Proclamation of Sale shall be the Purchaser thereof and the Assignee/Bank or the Auctioneer shall have the right to refuse any bid, if any dispute shall arise as to any bidding, the Property shall be at option of the Assignee/Bank or the Auctioneer be put again for sale at the last undisputed bidding and the Assignee/Bank or the Auctioneer may decide on the dispute and such decision by the Assignee/Bank or the Auctioneer shall be final.

**3. BIDDING DEPOSIT**
Subject To Clause 6.1 below, all intending bidders (except the Assignee/Bank) shall deposit with the Auctioneer, prior to the auction sale, a bank draft or cashier`s order drawn in favour of **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD** for a sum (``Bidding Deposit``) equivalent to ten per centum (10%) of the Reserve Price.

**4. AUTHORITY TO ACT/BID**
4.1 Any agent acting on behalf of another person is required to deposit with the Auctioneer, prior to the auction sale a letter of authority from such person stating that he is acting on behalf of the person.
4.2 If the sale is restricted to individuals and not to incorporated bodies or companies as specified by the Developer/Landowner and/or other relevant authorities, it shall be sold to individual persons only.
4.3 If the sale is restricted to Bumiputra only, such bidders shall be Bumiputra.
4.4 All intending bidders shall be required to verify their identities by showing the Auctioneer their identity cards prior to the commencement of the auction, failing which they shall not be entitled to bid.

**5. PROHIBITED TO ACT/BID**
5.1 A bankrupt shall not be allowed to bid or act as agent of the bidder. Where the bidder is a foreigner or a foreign controlled company it shall be the bidder`s duty to ensure that the bidder is permitted by the prevailing laws, regulations and guidelines to purchase the property. All applications for approvals by such foreign bidder shall be at the sole responsibility and cost of the bidder.
5.2 In the event a bankrupt bids or acts as agent in relation to the sale of the Property, the Bidding Deposit or Purchase Deposit, as the case may be, shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank.
5.3 The Auctioneer with the consent of the assignee/bank shall have the absolute discretion and right to reject any bid by any bidder.

**6. ASSIGNEE/BANK`S RIGHTS AT SALE**
The Assignee/Bank reserves the following rights:
**6.1 Right to Bid**
To bid without having deposit with the Auctioneer the requisite ten per centum (10%) of the Reserved Price, by itself or its agent. In the event that the Assignee/Bank is the successful bidder and so declared by the Auctioneer, the Assignee/Bank shall have the liberty to set off the purchase price against the amount due and owing by the Assignor(s)/Customer(s)under The Security Documents and all cost and expenses of, in connection with and resulting from the sale.;
**6.2 Right To Withdraw Sale**
To withdraw, postpone and call off the sale of the property at any time before the fall of the hammer, and
**6.3 Right To Re-sale After Withdrawal**
To sell the Property withdrawn at any time or times subject to such conditions and provisions whether identical with or differing wholly or in part from the conditions and provisions applicable to the Property to be auctioned at the present auction and in such manner as the Assignee/Bank may think fit.

**7. WITHDRAWAL OF BID**
Any bidder, who makes a bid but withdraws the same before the fall of the hammer, shall have their deposit equal to 10% of the Reserve Price forfeited as agreed liquidated damages for payment to the Assignee/Bank. The Auctioneer reserves the rights to put the Property again for sale at the last undisputed bid, or otherwise to adjourn the auction to another date.

**8. PAYMENT**
8.1 Immediately after the fall of the hammer, the successful bidder ("Purchaser") shall sign the Memorandum at the foot of these conditions
8.2 In the event that Purchase Price is higher than the Reserve Price, the Purchaser declared by the Auctioneer shall immediately pay to the Auctioneer a sum (Differential Sum) equivalent to the difference between ten per centum (10%) of the Purchase Deposit and the Bidding Deposit by cash or bank draft or cashiers order drawn in favour of **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD**, as payment of deposit and towards part payment of Purchase Price.

8.3 In the event the Purchaser fails to pay the Differential Sum or fails to sign the Memorandum, the Bidding Deposit shall be forfeited by the Assignee/Bank and the Property may be put up for sale again at a date and time to be fixed by the Assignee/Bank. The cost and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.
8.4 In the event the Purchaser stops payment or countermands on the bank draft of the Bidding Deposit and/or the Purchase Deposit, the property may be put up for sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of in connection with and resulting from such a resale together with any deficiency in the price obtained at the resale comparing to the price obtained in the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with and resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.
8.5 The balance of Purchase Price shall be paid by the Purchaser within **ONE HUNDRED AND TWENTY (120) DAYS** without any extension from the date of the sale, by bank draft only drawn in favour of **KOPERASI CO-OPBANK PERTAMA MALAYSIA** BERHAD. The Purchaser shall at its own costs and expenses apply to the relevant State Authorities for the consent to transfer not later than fourteen (14) days from the date of sale and procure the consent to transfer from the State Authorities not later than three (3) months from the date of sale, or such other extended period as may be granted by the Assignee/Bank at its absolute discretion from time to time.
8.6 In the event that the Purchaser defaults in complying with any of the conditions herein or fails to pay the Balance Purchase Price within the time allowed, then the Assignee/Bank may (without prejudice to their rights for specific performance) treat such default as a repudiation of the contract and terminate the sale without notice in which event the Bidding Deposit and the Purchase Deposit paid under Clause 3 and Clause 8.2 above shall be forfeited by the Assignee/Bank and the Property may again be put up on sale at a date and time to be fixed by the Assignee/Bank. The costs and expenses of, in connection with and resulting from such resale together with any deficiency in the price obtained in the resale comparing to the price obtained the aforesaid sale shall be recoverable from the defaulting Purchaser. A certificate by an officer of the Assignee/Bank as to the costs and expenses of, in connection with, resulting from such resale shall be accepted by the Purchaser as binding, correct and conclusive.

**9. DEED OF ASSIGNMENT/TRANSFER**
Upon full payment of the Purchase Price and subject to the consent being obtained by the Purchaser from the Developer/Landowner and other relevant authorities, if any, the Assignee/Bank and the Purchaser shall observe the following:
9.1 As soon as practicable after receipt in full by the Assignee/Bank of the Balance Purchase Price, the Assignee/Bank shall execute or cause to executed at the Purchasers costs and expenses (including but not limited to the legal fees, stamp duties and registration fees) in favour of the Purchaser an assignment of all rights, title, interest and benefits under the Principal Sale & Purchase Agreement entered between the Developer/Landowner and the original Purchaser upon terms and conditions stipulated by the Assignee/Bank at its absolute discretion. The Assignee/Bank shall upon such execution deliver to the Purchaser or the Purchasers Financier as the case may be, the Principal Sale & Purchase Agreement and previous Security Documents relating to the Property which may be in possession of the Assignee/Bank. For this purpose, the Purchaser, hereby agrees that the Assignment to be executed shall be in the form duly approved by the Assignee/Bank. The Purchaser shall be liable to all costs and expenses including but not limited to the legal fees, stamp duties and registration fees of and incidental to the transfer of the Property in the event of the Individual Title/Individual Title has been issued. The Assignee/Bank shall not be required to assign the Property to any person other than the Purchaser.
9.2 If separate documents of title/Individual Title for the Property has been issued whether before, on or after the date of sale, the Assignee/Bank shall not be required to register the charge(s) nor to procure a transfer in Form 14A as prescribed by National Land Code 1965 but such transfer from the Developer/Landowner (as the case may be) shall be prepared by and at the expense of the Purchaser who undertakes to pay sums and comply with the conditions (if any) imposed by the Developer and/or Landowner and/or their solicitor and/or the relevant authorities pertaining to the registration of such transfer of the Property.

**10. CONDITION OF THE PROPERTY**
All bidders shall be deemed to have carried out all investigations and examinations of the Property and the title particulars at their own costs and expenses and upon being successful, accept the Property in the state and condition in which the Property is at the date of the auction sale.

**11. TENANCIES AND RESTRICTIVE COVENANTS**
The Property is believed to be taken correctly described and is sold on as is where is basis, subject to all express and implied conditions, restriction in interest, caveats, leases, tenancies, easements, liabilities, encumbrances, all public and private rights of way, support, drainage and light and all other rights, if any, subsisting thereon or there over without the obligation to define the same respectively and the Purchaser is deemed to have full knowledge thereof.

**12. IDENTITY OF THE PROPERTY**
12.1 The Purchaser shall admit the identity of the Property with that described in the Proclamation of Sale and other such documents offered by the Assignee/Bank as the title to the Property by comparison of the description in the Proclamation of Sale and the aforesaid Security Document.
12.2 Any error, misstatement, omission or misdescription of the property in the Proclamation of Sale and the documents referred to in Clause 12.1 above shall not annul the sale, nor shall any compensation be allowed thereof.

**13. RISK OF PROPERTY**
13.1 As from the time of the sale, the property shall be at the sole risk of the Purchaser as regards to loss or damages of whatsoever nature or howsoever occurring including by fire or other accident, state of cultivation, non-occupation or otherwise.
13.2 The Purchaser shall be deemed to have inspected and investigated the condition of the Property as is where is and shall raise no requisition or objection thereon or thereto. No representation warranty or undertaking whatsoever is made or should be implied as to whether or not the Property complies with any relevant by-laws or legislation. The Purchaser shall take the Property as is where is and shall not require the connection of water, electricity or other utilities thereto or the removal of any rubbish thereat. The fact (if such be the case) that the Property or renovations thereat contravene building by-laws or legislation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.

13.3 Upon the fall of the hammer, all risks of the Property shall pass to the Purchaser who shall at his own costs insure the same against damages by fire and usual perils.
13.4 The Assignee/Bank makes no representation as to the ownership of furniture fittings and fixtures situated at the Property, which items may be on hire purchase, lease or deferred sale from third parties. In such cases, the Assignee/Bank accepts no liabilities for any payments, which may be outstanding in respect thereof and the Property, is sold subject thereto.

**14. QUIT RENTS ETC.**
Any arrears of maintenance charges, quit rents and assessments due and payable up to six (6) years in respect of the Property to any relevant authorities or the Developer or Landowner or relevant third parties up to the date of sale shall be paid out of the Purchase Money and such sums due and payable after the date of sale shall be borne by the Purchaser.
14.1 The Purchaser shall within three (3) months from the date of auction sale notify the Assignee/Bank of any arrears of maintenance charges, quit rents and assessments excluding utilities bills which is due to any relevant authorities or the Developer up to the date of the auction sale failing which the Assignee/Bank shall not be held liable for any claim(s) thereof. The Assignee/Bank upon receipt of the request for extension in writing from the Purchaser, may in its absolute discretion extend the notification period for a further thirty (30) days.
14.2 The Purchaser shall bear and pay all fees and expenses including but not limited to all legal fees, stamp duty and registration fees in connection with, incidental to or pursuant to the Assignment and all other documents necessary for affecting the transfer or assigning the beneficial ownership in the Property to the Purchaser.
14.3 The Assignee/Bank shall not be liable to make payment or to deduct from the proceeds of sale any outstanding utilities bills relating to the Property namely administrative fees, sinking fund, telephone, water, electricity, gas, sewerage charges or any other utilities.
14.4 In the event there is any balance money by way of outstanding progressive payments payable or any other claims and due to the Developer under the principal Sale and Purchase Agreement, the Purchaser shall be liable to pay the Developer on its own and there shall be no deduction whatsoever from purchase price.

**15. CONSENT.**
It shall be the responsibility of the Purchaser to apply for consent from the Developer/Landowner and other relevant authorities, if any in respect of the sale and all fees, charges and expenses including administrative fees and/or legal fees in connection with or incidental to the application and/or endorsement of the Assignment and/or the transfer of the Property by the Developer/Landowner shall be borne by the Purchaser. The Purchaser undertakes to keep the Assignee/Bank and/or their solicitors informed of progress of such applications.

**16. SALE BEING SET ASIDE OR CONSENT NOT BEING OBTAINED**
16.1 In the event of the sale being set aside for any reason whatsoever by the Assignee/Bank or by an Order of Court or consent not being obtained from the Developer/Landowner and/or other relevant authorities (other than for reasons attributable to any act of default or omission by the Purchaser) on the expiry of time period prescribed for completion, then the Assignee/Bank is absolutely entitled to terminate the sale by giving the Purchaser written notice thereof, in which case:
(a) If in the meanwhile the Purchaser has entered into possession of the Property, then the Purchaser is liable at his own costs and expenses to reinstate the Property to the original condition as at the auction sale, and thereafter peacefully to yield up vacant possession of the Property to the Assignee/Bank within seven (7) days upon service of the notice terminating the sale; and
(b) The costs and expenses reasonably incurred by the Assignee/Bank in connection with the sale, as well as the costs to reinstate damage (if any) to the Property caused by the Purchaser in possession thereof shall be deducted and set-off against the Deposit or Purchase Price and thereafter the residue (if any) shall be refunded to the Purchaser free of interest. For this purpose a certificate signed by any officer of the Assignee/Bank certifying the amount of such expenses or costs shall be deemed final/conclusive and binding upon the Purchaser.
16.2 In the event of consent not being obtained from the Developer/Landowner and/or other relevant authorities due to the act of default or omission by the Purchaser, the Assignee/Bank shall be entitled to forfeit the Bidding Deposit and the Purchase Deposit paid pursuant to Clauses 3 and 8.2 above.

**17. VACANT POSSESSION**
The Purchaser after the payment of the TPP shall at his own costs and expenses take possession of the Property without any obligation on the part the Assignee/Bank to give vacant possession. In the event of circumstances existing, which prevent entry or occupation by the Purchaser, such circumstances shall not annul the sale or entitle the Purchaser to rescind the contract or claim reduction in the price or for damages.

**18. TIME OF THE ESSENCE**
Time wherever mentioned herein shall be the essence of these conditions.

**19. TRANSLATIONS**
In the event of any discrepancy, misstatement, omission or error appearing in the various translations on the particulars and conditions herein, the English version shall prevail.

**20. ASSIGNMENT OF RIGHTS, TITLE, INTEREST AND BENEFITS**
The Purchaser shall not without the written consent of the Assignee/Bank, Developer/Landowner and/or the relevant authorities be entitled to assign his rights, title, interest and benefits under the Certificate of Sale made pursuant hereto or the Principal Sale and Purchase Agreement entered between the Developer/Landowner and the original Purchaser before the Property has been duly assigned or transferred to him by the Assignee/Bank. The Assignee/Banks decision to grant the consent or otherwise shall be in its absolute discretion and shall not be questioned.

**21. ENCROACHMENT/ACQUISITION**
The Assignee/Bank has no notice or knowledge of any encroachment or that the Government or any other authorities has any immediate intention of acquiring the whole or any part of the Property for roads or any improvement schemes and if such encroachment shall be found to exist or if the Government or any local authorities has any such intention, the same shall not annul the sale nor shall any abatement or compensation be allowed in respect thereof.

**22. AMBIGUITY / INCONSISTENCY**

In event of ambiguity or inconsistency in the interpretation of these Conditions of Sale, such ambiguity or inconsistency shall be resolved in favour of the Assignee/Banks and the Assignee/Banks interpretation shall prevail and binding on the Purchaser.

**23. GENERAL**

The Purchaser is treated as buying with full knowledge of the Security Documents whether or not such inspection occurs and shall raise no objection or requisition regarding the contents thereof. The Purchaser shall admit the identity of the Property purchased by him with that described in the Security Documents without requiring any further proof. The Assignee/Bank shall not be required to explain or remedy any discrepancy or omission discovered in the Security Documents, No representation warranty or undertaking whatsoever is made or should be implied as to the authenticity of the Security Documents and no objection or requisition shall be raised as to loss of the original(s), or the failure of stamp documents or insufficient duty paid thereon, or failure to register any instruments.

**24. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC**

a. For the purpose of this Clause: "Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, Without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.

b. The purchase price and all other monies to be paid by the Purchaser to the Assignee under this Agreement, including any amount representing reimbursements to be paid by the Purchaser to the Assignee, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

c. In the event the Purchaser is required by law to make any deduction or withholding from the purchase price and/or all other monies payable to the Assignee under this Agreement in respect of any Tax or otherwise, the sum payable by the Purchaser in respect of which the deduction or withholding is required shall be increased so that the net purchase price and/or the net amount of monies received by the Assignee is equal to that which the Assignee would otherwise have received had no deduction or withholding been required or made.

d. The Purchaser shall in addition to the purchase price and all other monies payable, pay to the Assignee all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Assignee to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Purchaser directly to any Appropriate Authority, which the Purchaser shall remit directly to the Appropriate Authority .

e. If at any time an adjustment is made or required to be made between the Assignee and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Assignee, a corresponding adjustment may at the Assignee's discretion be made as between the Assignee and the Purchaser and in such event, any payment necessary to give effect to the adjustment shall be made.

f. All Tax as shall be payable by the Purchaser to the Assignee as herein provided shall be paid at such times and in such manner as shall be requested by the Assignee.

g. The Purchaser hereby agrees to do all things reasonably requested by the Assignee to assist the Assignee in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Purchaser agrees to provide its fullest cooperation to the Assignee in assisting the Assignee in complying with its obligations under the relevant laws.

h. For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

# <u>CONTRACT</u>

MEMORANDUM : - At the sale by Public Auction held this **30th Day Of September, 2026** of the property comprised in the foregoing particulars that is to say the rights, title, interest and benefits under the **Sale And Purchase Agreement dated 19th April 2024, Facility Agreement And Deed Of Assignment (By Way Of Security) (First/Third Party) both dated 17th May 2024** made between **KOPERASI CO-OPBANK PERTAMA MALAYSIA BERHAD (CO-OPERATIVE NO. 1146)** (Assignee/Bank) and **Kugen A/L Krishnan (Nric No.: 941124-14-6859** (Assignor/Customer**)** in relation to the property, **<u>Developer's Parcel No. C-L21-10, Type: C2, Storey No. L21, Building No. Tower C, Youth City @ Vision City</u>** bearing a postal address **<u>Unit No. C-L21-10, Menara C (Camelia) @ Bandar Belia, Jalan Bandar Belia 1/2, Bandar Wawasan, Putra Nilai, 71800 Nilai, Negeri Sembilan Darul Khusus</u>**. The highest bidder stated below has been declared the Purchaser of the above mentioned Property for the sum of RM_________________ and has paid the sum of RM __________________ by way of deposit and agrees to pay the Balance Purchase Price and to complete the purchase in accordance with the terms and conditions of the Conditions of Sale. The Auctioneer hereby confirms the said purchase and the Solicitors acknowledge receipt of the said deposit.

| | |
|---|---|
| **PURCHASE MONEY** | **: RM_________________** |
| **DEPOSIT PAID** | **: RM_________________** |
| **BALANCE DUE** | **: RM_________________** |

**<u>PURCHASER'S NAME:</u>**

**<u>NRIC NO.:</u>**

**<u>ADDRESS:</u>**

**<u>TEL:</u>**

______________________________

**Signature of Purchaser(S)**
**/Purchaser(s)'s Authorized Agent**

______________________________

**SIGNATURE**
For **Messrs. Rajan Auctioneers Sdn Bhd**
**Mr Rajan A/L Govindan**
**LICENSED AUCTIONEER**

______________________________

**SIGNATURE**
**For Messrs. Adnan Rahim & Co**
**SOLICITOR FOR THE ASSIGNEE**

# Online Terms and Conditions

**1. Recitals**

1.1. The Online Terms and Conditions shall apply to every e-auction sale for immovable property on www.rajanauctioneers.com

1.2. "www.rajanauctioneers.com" is a website under the ownership of Rajan Auctioneers Sdn Bhd (Registration No.: 889884-H)("the Auctioneer") whose address is at: No.36A, 1st Floor, Jalan Dato Hamzah, 41000 Klang, Selangor.

1.3. The terms and condition shall prevail along with the terms and conditions stipulated in attached Proclamation of Sales and Conditions of Sales.

1.4. The particulars and schedule of public auction by the Auctioneer such as venue, time and date will be announced in the Proclamation of Sales.

1.5. E-Bidder who are interested to participate in the auction are required to accept and agree with the Online Terms and Conditions before proceeding with registration

1.6. E-Bidders are solely responsible to login to the correct and valid Auctioneer's website at http://www.rajanauctioneers.com and not otherwise. The Assignee/Bank, the Assignee/Bank's Solicitors, the Auctioneer and their website and their respective agents or servants shall not be liable if E-Bidder intentionally or unintentionally, wrongly or mistakenly login to fake, fraudulent and scam website.

1.7. E-Bidders, who have deposited the 10% deposit of the reserve price of the subject property, they intended to bid for ("the property") shall fulfil other conditions as per the Conditions of Sales and will receive notification from the Auctioneer as "Registered E-Bidders".

1.8. Registered E-Bidders are entitled to participate in every public auction

1.9. The Auctioneers shall have the sole discretion to update and amend the Online Terms and Conditions from time to time.

1.10. E-Bidders are solely responsible to ensure that the internet connection is stable at the commencement of and for the entire proceedings.

1.11. The Auctioneer will not bear any responsibility for any disruption, delays, failures, errors, omissions, or loss of transmitted information due to poor internet connection during the auction.

1.12. Decisions made by the Auctioneer shall be final and no reversal in decision can made.

**2. Eligibility of Registered E-Bidders.**

2.1. E-Bidders who register as a user to participate in every public auction on Rajan Auctioneers website shall:

2.1.1. Be of 18 years and above, sound mind and not an undischarged bankrupt;

2.1.2. For a company, be incorporated under the laws of Malaysia and must not be in liquidation;

2.1.3. Be able to take, fulfil and perform all necessary actions, conditions and matters (including obtaining any necessary consents) in terms of law to enable E-Bidders to participate in the public auction and complete the purchase in the event of successful bid.

2.2. E-Bidders' eligibility requirements are also subject to the existing Federal and State legal provisions. Non-Malaysian bidders or companies are also advised to take note of restrictions applicable on foreign purchase policy imposed by relevant authorities.

**3. Requirements for E-Bidders**

3.1. For Individual/ Joint E-Bidders, the following documents shall be uploaded during online registration;

3.1.1. Copy of Identification Documents (both sides)

3.1.2. Evidence of deposit payment

3.2. For Agent acting for Individual/ Joint Online Bidders, the following documents shall be uploaded during online registration;

3.2.1. Copy of Identification Documents (both sides) of Individual/ Joint Online Bidder

3.2.2. Copy of Identification Documents (both sides) of Agent

3.2.3. Copy of letter of authorization to bid

3.2.4. Evidence of deposit payment

3.3. For Company, the following documents shall be uploaded during online registration:

3.3.1. Copy of Identification Documents (both sides) of the representative.

3.3.2. Copy of letter of authorization to bid under the Company's Letter Head

3.3.3. Form 24; Form 44; Form 49 (or their equivalent forms under the Companies Act 2016)

3.3.4. Certified true copy of the company's Memorandum and Articles of Association (M&A)

3.3.5. Board of Director's Resolution

3.3.6. Evidence of deposit payment

3.4. E-Bidders who are a Foreign Citizen, Foreign Company or Permanent Resident are only allowed to bid for the property with the prior written consent of the Foreign
Investment Committee and/or Economic Planning Unit of the Prime Minister Department and/or relevant authorities which shall be uploaded during online registration failing which, the Auctioneer has the sole discretion to reject their registration as registered E-Bidders.

**4. Registration for E-Bidders**

4.1. Parties who are interested to participate in public auction as ("E-Bidders") may do so by logging on to the Auctioneer's website and register as a user.

4.2. E-Bidders shall provide true, current and accurate information to register as a user.

4.3. E-Bidders are required to complete the registration process by inserting the relevant details and uploading the relevant documents including evidence of payment of the deposit in the Auctioneer's website latest by 12.00 noon, at least one (1) working day before the auction date.

4.4. Registered E-Bidders will be provided with the user ID and password. This user ID and password can be used for a session only.

4.5. E-Bidders may browse through the Auctioneer's website and select the properties they wish to bid.

4.6. E-Bidders are responsible to identify the property properly and to ensure that the details and description of the property are correct and accurate before bidding.

4.7. The terms & Conditions shall be read together with all the Conditions of Sale attached to the Proclamation of Sale which is uploaded on the Auctioneer's website and shall be deemed to have been read and agreed upon by the E-Bidders prior to bidding. In the event of any inconsistency between the Terms & Conditions stated herein and the Conditions of Sale attached to the Proclamation of Sale shall prevail.

4.8. It is the sole and absolute responsibility of all intending E-bidders at their own costs and expense, seek and obtain information about the property from the Developer and/or the relevant authorities or bodies, all confirmations and/or consents as may be required or as may be applicable in respect of the purchase of the property and to satisfy themselves on the physical condition of the property and all matters in connection with the property prior to the bidding (including and not limited to verifying the identity, particulars, state and condition of the property and the terms of the conditions and restrictions affecting the property if any, whether or not the property is reserved Bumiputra or Malay only and/or is a low cost property, and matters relating to the ownership and transfer of the property, the status of the separate document of title to the property and its particulars, the liabilities including amounts of outstanding service or maintenance charges owing and other obligations pertaining to the property and the E-Bidders' eligibility and qualification to purchase the property). E-Bidders shall be deemed to have full knowledge of all of the matters aforesaid. The Auctioneer, the Assignee/Bank, the Assignee/Bank's solicitors and the Auctioneer's website and their respective agents or servants do not in any way make any representation or warranty in respect of any of the aforesaid and shall not in any way be responsible or liable to the E-Bidders in respect of any of the aforesaid.

**5. 10% Deposit Payment of The Fixed Reserve Price**
5.1. E-Bidders must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price.
5.2. Payment of the deposit must be made via local bank transfer to in CIMB BANK BERHAD favour of Rajan Auctioneers Bidders Account (BIDDER DEPOSIT). Transaction must be done with in one (1) working day before auction date with the following details; **a) Account's Name: RAJAN AUCTIONEERS SDN BHD b) Name of Bank: CIMB BANK BERHAD c) Account Number: 8001858341 d) Description: BIDDER DEPOSIT**
5.3. Evidence of the transfer must be uploaded and submitted at the time of registration.
5.4. E-Bidders residing outside Malaysia/ ("Foreign E-Bidders") must make deposit payment as required under the Conditions of Sale attached to Proclamation of Sale, i.e. 10% of the reserve price. Payment of the deposit must be made to as per mentioned in Proclamation of Sale in favour of the Auctioneer in accordance with 5.2 herein above and evidence of payment must be uploaded and submitted at rajanauctioneers@gmail.com or WhatsApp at 013-3040041 within (4) working days before auction date.
**6. Verification of the Registration of E-Bidders**
6.1. Registration shall subject to verification and approval of the Auctioneer's website and subject further to bank's clearance of deposit payment. Please take note that approval from the Auctioneer's administrator may take at least 1 working day and any improper, incomplete registration or late registration may be rejected at the sole discretion of the Auctioneer. Neither the Auctioneer nor its website nor its agents and/or representative bears any responsibility or assumes any liability in the event that the registration of a prospective E-Bidders is rejected and/or delayed for any reason whatsoever. In the event of the registration is rejected, the deposit paid (if cleared by the bank) shall be refunded to the same bank account from which the deposit transfer was made within three (3) working days.
6.2. Upon approval and verification by the Auctioneer's website and subject to the deposit payment being cleared by the bank, registered E-Bidders will receive a password, i.e. "PIN", and a secured hyperlink via WhatsApp to the registered mobile number or email which allows the registered E-Bidders to bid for their intended property on the auction day.
6.3. Registered E-Bidders hold the utmost responsibility in the privacy and confidentiality of the given user ID and password. In the event of given user ID and password disclosed to any other person at any time intentionally or unintentionally, the registered E-bidders must notify immediately to the Auctioneer.
**7. Withdrawal Before Bidding**
7.1. Registered E-Bidders, who have completed the 10% deposit payment, are entitled to withdraw from the auction at least one (1) working day before the auction date by 5.00 pm.
7.2. The 10% deposit will be refunded back to the E-Bidders within three (3) working days via online banking.
**8. Bidding Amount**
8.1. The Auctioneer shall have discretion to determine the increase of bidding rate based on the total number of Registered E-Bidders and value of the property auctioned.
8.2. In the event there is only one Registered E-Bidders during the auction, the public auction will begin at the property's reserve price while if there are more than one Registered E-Bidders, the public auction will begin at the increment rate which to be determined.
**9. Bidding Procedures**
9.1. For property with only single bidder, the property will be sold at the reserve price. The single bidder is required to click on the "Accept" button.
9.2. For property with multiple bidders, the bidding amount will be determined by the auctioneer with a new starting price.
9.3. E-bidding shall commence based on the sequence of the property lot displayed in the bidding page (Property with Auction Date)
9.4. E-Bidders shall login to the website fifteen (15) minutes before the auction commences and wait for their turn to bid for the property which they have registered.
9.5. The auction shall commence with countdown of 6,5,4,3,2,1 followed by a flash message which states "Bidding Starts".
9.6. Registered E-Bidders can bid by clicking on the bidding amount button in the website with increments of RM 1000, RM 2000, RM 3000, RM 5000 and RM 10000. Every bid will be announced by "Calling 1", "Calling 2" and "Calling 3".Upon the fall of hammer after "Calling 3", the bidding ends.
9.7. Successful and unsuccessful E-Bidders will be notified via email.
9.8. In the event of any dispute as to any bid or any dispute arising prior to, during or resulting from the auction sale after the fall of hammer, the Auctioneer may at his own option forthwith determine the dispute or put up the property for sale again or put the property at the last undisputed bid and/or in the event the public auction is deferred due to technical reasons, clarification, disruption or unforeseen circumstances, the Auctioneer may at his discretion decide to pause, restart, postpone and/or withdraw the property from the public auction and the registered E-Bidders will be notified of this on the bidding page of the Auctioneer's website.
9.9. The Assignee/Bank shall be and is hereby at liberty to postpone, adjourn, stand down, call off, withdraw or vacate the auction sale at any time before the fall of hammer with or without notice and without having to provide any reason(s) or ground(s) whatsoever and the registered E-Bidders will be notified on the Auctioneer's website.
9.10. The decision of the Auctioneers shall be final and conclusive.
**10. Post Public Auction**
10.1. Successful E-Bidder are advised to sign the "Memorandum of Contract" and pay the 10% differential sum within 3 working days by attending to the Auctioneer's office from the date of auction. Failing to do so will result in the 10% deposit to be forfeited to the Assignee/Bank and the auction shall be deemed cancelled.
10.2. Successful E-Bidder who are unable to sign the "Memorandum of Contract" at the Auctioneer's office can authorize their agent to execute the procedure by submitting the following documents to the Auctioneer.
10.2.1. Copy of the agent's Identity Documents (both sides)
10.2.2. Copy of the successful E-Bidder's Identity Documents (both sides)
10.2.3. Copy of the Letter of Authorization (for individual) or certified true copy of the Board of Director's Resolution (for company) authorizing such person to do so.
10.3. In the event of inconsistency in the details of the documents uploaded in the Auctioneer's website and the actual documents of the successful E-Bidder, the Auctioneer has the right to cancel and terminate the sale and the 10% deposit shall be forfeited by the Assignee/Bank. The property shall be put up for sale again.
10.4. The "Memorandum of Contract" that is signed and stamped shall be collected by the successful E-Bidder or his agent at the Auctioneer office within seven (7) days after notification from the Auctioneer. If the E-Bidder fails to collect as aforesaid, the "Memorandum of Contract" shall be delivered by courier to the address of the successful E-Bidder and the Auctioneer shall be not responsible for the cost, expenses and loss arising thereof.
10.5. Balance of purchase price shall be settled within ninety (90) days from the date of auction sale by the successful E-Bidder

**11. Applicable Laws and Jurisdiction**

11.1. The usage of the Auctioneer's website together with the Online Terms & Conditions stated herein shall be governed by and construed in accordance with the laws of Malaysia.

11.2. The laws of Malaysia shall regulate and apply to all electronic transactions of immoveable property by public auction. Any legal actions or proceedings arising out of or in connection with the electronic transaction of immoveable property by public auction shall subject to the exclusive jurisdiction of the Courts of Malaysia.

**12. Confidentiality of Information**

12.1. By accessing the Auctioneer's website i.e. www.rajanauctioneers.com, all online E-Bidder acknowledge and agree that the Auctioneer and its website may collect, retain, or disclose the online E-Bidder information or any information by the Online Bidders online E-Bidder for the effectiveness of services and the collected, retained or disclosed information shall comply with Personal Data Protection Act 2010 and any regulations, laws or rules applicable from time to time.

12.2 E-Bidder shall accept all associated risks when using the service in the Auctioneer's website and shall not make any claim for any unauthorized access or any consequential loss or damage suffered.

12.3 E-Bidder shall be responsible for the confidentiality and use of password and not to reveal the password to anyone at any time and under any circumstances, whether intentionally or unintentionally.

12.4. E-Bidder shall comply with all the security measures related to safety of the password or generally in respect of the use of the service in the Auctioneer's website.

12.5.E-Bidder hereby accept the responsibility that in any event that the password is in the possession of any other person whether intentionally or unintentionally, the E-Bidders shall take precautionary steps for the disclosure, discovery, or the E-Bidder shall immediately notify the Auctioneer.

**13. Intellectual Property**

13.1. Information such as documents, text, images, data and graphics displayed in the Auctioneer's website at www.rajanauctioneers.com shall not be published or used for other purposes without the permission of the Auctioneer.

13.2. In the event of infringement of the intellectual property rights under the Online Terms and Conditions herein, the Auctioneer may use any available legal remedies and/or take legal action which includes the demand for statutory damage, solicitors' fee and injunctive reliefs.

**14. Miscellaneous**

14.1. In the event of any inconsistency, discrepancy, misstatement or error appearing in translations of the particulars and the Online Terms and Conditions to any other language (if any), the Online Terms and Conditions in the English language shall prevail.